

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

55 TRINITY AVENUE, S.W., SUITE 1790

ATLANTA, GEORGIA 30303-0307

Phone: (404) 330-6204

Fax: (404) 658-7705



SUBMIT INVOICE TO: BILL TO ADDRESS

PURCHASE ORDER	
Purchase Order	51907618
Purchase Order Date	09-OCT-18
Purchase Order Type	STANDARD
Requisition Number	21907406
Print Date	10-OCT-2018
Revision	0
Revision Date	
Release	
Buyer	Paula Turner
Buyer Phone #	

To:

HAWK ANALYTICS, INC

2652 FM 407

Suite 215-E

Bartonville, TX 76226

1802100

Bill To:

COA Dept of Finance

Accounts Payable Division

68 Mitchell Street

Suite 6100

Atlanta, GA 30303

**NOTE: YOU ARE RESPONSIBLE FOR ADHERING TO THE GENERAL TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT.
UNLESS SPECIFICALLY INDICATED BELOW, ALL ITEMS ON THIS ORDER ARE F.O.B. DESTINATION, UNLOADED**

F.O.B	Terms	Ship Via	Contract	Federal Tax Exempt #
ORG FRT PRE	Immediate	Best Way		587000040K

Line No	Need By Date	Item Description/Ship to Address	UN Number	Hazard Class	Qty	UOM	Unit Price	Line Total
1	11-OCT-18	(PER# INV22501) 1 YEAR SUBSCRIPTION TO CELL HAWK-RENEWAL-HOMICIDE Ship To: 925 APD-ATLANTA PUBLIC SAFETY 226 Peachtree Street SW Atlanta, GA 30303 Lonita Broome			1	LOT	4,995.00	4,995.00
2	11-OCT-18	1 YEAR SUBSCRIPTION TO CELL HAWK-RENEWAL-CIU Ship To: 925 APD-ATLANTA PUBLIC SAFETY 226 Peachtree Street SW Atlanta, GA 30303 Lonita Broome			1	LOT	4,995.00	4,995.00

Total: \$9,990.00

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN OFFICIAL OF THE CITY OF ATLANTA,
AND THIS MERCHANDISE IS PURCHASED FOR SUCH GOVERNMENTAL AGENCY AND IS TAX EXEMPT.

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL
PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE
PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

INVOICE INSTRUCTIONS: ALL INVOICES ARE TO BE MAILED TO BILL-TO
ADDRESS. ANY INVOICE THAT DOES NOT REFERENCE THE CITY OF
ATLANTA'S PURCHASE ORDER NUMBER WILL BE RETURNED TO THE
VENDOR UNPAID.

The above listed number is the Federal Excise Tax Exemption number, as assigned by the Internal Revenue Service and no further exemption is necessary.
Right is reserved to cancel order if delivery is not made as agreed.

AUTHORIZED APPROVER

10-OCT-18
DATE

GENERAL TERMS AND CONDITIONS

<ol style="list-style-type: none"> 1. Enter our order for the items or services decided subject to conditions set forth in this Order and on the reverse side hereof. Important – This Order expressly limits acceptance to terms stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly agreed to in writing. 2. Unsatisfactory delivery schedule or service will be sufficient cause for cancellation of this Order at no expense to Buyer. 3. Seller and Buyer agree as follows: <p style="margin-left: 20px;">Seller to Package Goods – Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and; (d) the number of container bearing the package slip. Seller shall bear cost of packaging unless otherwise provided.</p> 4. Terms of payment shall commence on the date of receipt by Buyer's designated purchasing office of an invoice, conforming with Buyer's purchase order. Return of the invoice by Buyer to Seller for any reason not attributable to the fault of the Buyer will extend the discount periods so that it commences on the subsequent date of receipt of such invoice by Buyer. 5. Do not substitute material on this Order without authority from Purchasing Department. All material furnished must be as specified and will be subject to inspection and approval of Buyer after delivery. Buyer reserves the right (Payment notwithstanding) to reject and return, at the risk and expense of the Seller, such portion of any shipment which may be defective or fails to comply with specifications, without invalidating the remainder of the order. 6. Unless otherwise provided herein or by law, Seller shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on, or with respect to or measured by either the goods furnished hereunder, or the compensation paid to persons employed in connection with performance hereunder, and Seller shall indemnify Buyer against any liability and expense by reason of Seller's failure to pay the same. 7. Seller warrants (a) that each and all of the articles herein described are free from defects in design, workmanship, and materials; (b) that unless otherwise specified herein all such articles and the components thereof are new and have not been previously used; (c) that the said articles are fit for use for their ordinary intended purposes and any purposes specified herein; (d) that each and all of the articles herein described and the sale and use thereof will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret; (e) that none of the chemical substances sold or transferred under this Purchase Order to buyer as of the time of such sale or transfer, is on the list of chemical substances compiled and published by the administrator of the EPA pursuant to the Toxic Substances Control Act (Title 15S2601 st. sed) 8. Seller shall indemnify and hold Buyer and its employees harmless from and against any and all claims, suits, judgment or expenses (including attorney's fees) which are grounded or based wholly or partially upon alleged negligence or actual negligence in the formation or manufacture of any merchandise sold by the Seller to the Buyer hereunder, or upon any alleged defect or actual defect in the merchandise, or upon a claim that the merchandise was not of merchantable quality or that it was not fit for the purposes for which it was intended. 9. Either Seller or Buyer shall be excused from performance of the obligations hereunder when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond control, or by fire, explosion, any strike or labor dispute or any act or omission of any governmental authority. 10. The vendor or contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the vendor or contractor, to solicit or secure this contract or purchase order, and that the vendor or contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the vendor or contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this provision. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate the purchase order or contract without liability, and at its discretion, to deduct from the contract or purchase order price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration. 11. This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. 12. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. 13. Prohibition Against Assignment. It is the intent of the parties that the terms printed herein will control irrespective of any subsequent execution of a work order, receipt, purchase order or similar instrument. This agreement shall be binding on the parties hereto their successors and assigns. Seller shall not assign this agreement. Any attempt to assign this agreement shall cause this agreement to be terminated by the City. The City reserves the right to refuse or reject any and all request for assignment and may in its discretion terminate said agreement at its convenience. 14. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" as adopted in the State of Georgia as effective and in force on the date of this agreement. 	<ol style="list-style-type: none"> 15. Statement of Non Discrimination Policy <p style="margin-left: 20px;">Pursuant to Part II, Chapter 2, Division 10, Section 2-1387 of the Code of Ordinances the City of Atlanta has implemented a policy regarding nondiscrimination by firms doing business with the City of Atlanta. Therefore, the Equal Employment Opportunity Clause, as specified in Sections 2-1414 through 2-1419 of the Code of Ordinances and Mayor's Administrative order Number 96-4, prohibiting discrimination by contractors, employees, officers and vendors against persons on the basis of their sexual orientation, are hereby made a part of the terms and conditions of this contract</p> 16. The supplier of goods material, equipment or services covered by this purchase order certifies that they will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person on account of race, creed, color, sex, sexual orientation or national origin, of such person. 17. Section 2-1414 Equal Employment Opportunity Clause <p style="margin-left: 20px;">The equal employment opportunity (EEO) clause required in all city contracts, pursuant to section 22-1200 shall read as follows:</p> <p style="margin-left: 40px;">During the performance of this agreement, said contractor agrees as follows:</p> <p style="margin-left: 60px;">(a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex or national origin. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.</p> <p style="margin-left: 60px;">The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.</p> <p style="margin-left: 60px;">(b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.</p> <p style="margin-left: 60px;">(c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.</p> <p style="margin-left: 60px;">(d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.</p> <p style="margin-left: 60px;">(e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provision of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.</p> <p style="margin-left: 60px;">(f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies programs and statistics of the contractor and its subcontractors.</p> <p style="margin-left: 60px;">(g) The contractor shall include the provision of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor.</p> <p style="margin-left: 60px;">(h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:</p> <ol style="list-style-type: none"> 1. Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract; 2. Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances; 3. Cancellation of the public contract; 4. In case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law of contractors, subcontractors or other organizations individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as here in provided;" 5. Further, the City of Atlanta prohibits direct or indirect discrimination against persons on the basis of their sexual orientation. By acceptance of this purchase order contractor agrees that during the term of this agreement it shall not discriminate against any person on the basis of his or her sexual orientation. Failure to comply with this policy shall subject the contractor to any of the following penalties: <ol style="list-style-type: none"> (a) Mediation, conciliation or other alternative methods of dispute resolution; (b) Diversity training among Contractor personnel; (c) Withholding from the violating contractor ten percent of all future payments under this agreement until it is determined contractor is in compliance; and (d) Other penalties as provided for under Sections 2-1414 (h) 1 through 3 as set forth above.
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